

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAN FERROSTAAL, INC.

Plaintiff,

07 CIV 5835(WHP)(KNF)  
ECF CASE

-against-

M/V DUBAI JEWEL, her engines, boilers,  
tackle, etc., JEWEL MARITIME LTD.,  
OASIS SHIP MANAGEMENT LLC,  
OASIS MARITIME SERVICES LLC,  
SM CHINA CO., LTD.

**VERIFIED  
COMPLAINT**

Defendants.

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Plaintiffs through their attorney KINGSLEY, KINGSLEY & CALKINS allege for  
their complaint herein:

1. This is a claim under the Court's Admiralty and Maritime jurisdiction with  
respect to the carriage of goods by water, and under the Federal question jurisdiction  
under the Interstate Commerce Act, and Court's diversity and pendent jurisdiction with  
respect to the remaining aspects of the claim.

2. Plaintiffs are the owners or duly authorized representatives of the owners  
or underwriters or subrogated underwriters of cargo shipped on board the captioned  
vessel which is more particularly described in Schedule A hereto, and for which bills of  
lading were issued.

3. Defendants were vessel owners, suppliers, sellers, shippers, inspectors,  
managers, operators, charterers, freight forwarders, stevedores, terminal operators,  
common carriers by water and by land, bailees for hire, insurers and sureties with respect  
to the cargo described in Schedule A hereto which was sold, shipped, inspected, carried,

kept, discharged and delivered from the captioned vessel, inland conveyances, terminals and warehouses by defendants.

4. The cargo described in Schedule A was lost and damaged by defendants due to the fault, neglect, deviation, unseaworthiness, maritime tort, tortious interference with contract, breach of warranty, sinking, stranding, salvage expenses, general average and conversion of defendants, their agents and servants, and delivered by defendants in non-conforming and contaminated condition, mis-delivered and non-delivered.

5. The vessel is now or will be during the pendency of this action within the jurisdiction of this Honorable Court.

6. Plaintiffs' sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

7. If this claim is subject to Arbitration then plaintiffs hereby demand such Arbitration and appoint Lucienne C. Bulow of New York City as arbitrator thereof.

8. Plaintiffs' damages are in excess of \$80,000.00.

WHEREFORE, plaintiffs demand judgment in an amount exceeding \$80,000.00 plus interest and costs and pray the Court to issue its process against the aforesaid defendants and vessel.

Dated: June 11, 2007

KINGSLEY, KINGSLEY & CALKINS  
Attorneys for Plaintiff

BY:\_\_\_/S/\_\_\_\_\_  
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SCHEDULE A

OUR REF:	FS 7865 A, B
VESSEL:	M/V DUBAI JEWEL
PORTS:	CHANGSHU/HOUSTON, NEW ORLEANS
BILLS OF LADING:	SMAG605CHHT009,10, 32 THROUGH 47, 49 THROUGH 55, 58 THROUGH 68, 70 DATED: MAY 26, 2006, THROUGH JUNE 6, 2006
	SMAG605CHNOL013,014,015,016,020 THROUGH 034 DATED: JUNE 7, 2006
CHARTER PARTY:	BETWEEN SM CHINA CO., LTD. AND MAN FERROSTAAL, INC. DATED: MAY 17, 2006
DESCRIPTION OF CARGO:	STEEL PIPE
AMOUNT:	\$ 80,000.00

VERIFICATION

Harold M. Kingsley, the undersigned, an attorney admitted to practice in the courts of the state of New York , state that I am the attorney of record for MAN FERROSTAAL, INC., in the within action; I have read the foregoing Complaint and know the contents thereof; and I declare and affirm under penalties of perjury that the same is true to my knowledge based on documents in my file, on information and belief, and which I believe to be true.

The reason this Verification is made by the undersigned and not by an officer of MAN FERROSTAAL, INC., is that there are no officers now present in Nassau County where affiant has his office.

Dated: June 11, 2007

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HAROLD M. KINGSLEY